

UNITED STATES COURT
DISTRICT OF NEW JERSEY
RECEIVED

2019 AUG 19 P 3:41 Van G. McKinney #601321
N.J.S.P.
P.O. Box 861
Trenton, NJ 08625

United States District Court
Newark - District
Attn. Hon. Judge Michael Hammer civil Action
50 Walnut Street No. 2:
Newark, NJ 07101 2:15-cv-07442
(KM) (MAH)

Dear Hon. Judge Hammer: 08-14-19

How are you doing? I pray that all is well. As you are aware, I had a settlement conference before you on 07-30-19. The conference included Your Honor, myself and Leonard Seaman, Esq.. In the conference both sides came to a 17,500 settlement with the help of this court. This Court clearly stated that this settlement pertain specifically to the assault on 07-25-13. And I asked the Court because I wanted to be sure: "Does this pertain specifically to the assault on 07-25-13?" ~~And I asked the Court~~ The Court says "Yes". I recieved a release from Counsel Mr. Leonard Seaman, Esq. This release

On last night 08-13-19 I recieved the release from Mr. Seaman. I called him and spoke with him at Approx 10:15 AM on 08-14-19. He told me this was a general release. I told him the Judge never said anything like this. I went from 150,000 down to 17,500 now im being further insulted. I have a Criminal Case in Bergery County, and some civil issues are stayed. And their is issues pertain ing to my innocence. So I will not enter into a release of this magnitude. I am asking that this court order Mr. Seaman, to abide with a release as-per the 07-25-13 case. And not force me to forfeit my right at his leisure. I have enclosed a copy of the release that was sent to me. Thank You Your Honor And God Bless You! P.S. Your Honor, I'm shocked that this particular Counsellor has tried this trickery. Totallly not his character. And I have one other thing. I ask that the defendant be precluded from filing for summary judgement if need be. Because, early in the case they filed for dismissal and Judge McNulty denied Such.

RELEASE

This Release, dated August __, 2019, is given

U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
RECEIVED

BY: the Releasor(s), Ivan G. McKinney, referred to as "**I**",

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TO: the Releasee(s) the County of Bergen and any and all past and present elected officers and/or Constitutional Officers thereof (including but not limited to any and all past and present members of the Bergen County Board of Chosen Freeholders; James Tedesco; Kathleen A Donovan; Anthony Cureton; and/or Michael Saudino) and any and all past or present employees, officers, agents, servants, attorneys, and/or representatives of any and all of the foregoing, including but not limited to Steven Ahrendt, Robert J. Biggott, Joseph Savino, and/or Jorge Huergo, collectively referenced as "**YOU**" or "**YOUR**",

If more than one person signs this Release, "**I**" shall mean each person who signs this Release.

1. **Release.** I release and give up any and all claims and rights that **I** may have against **YOU**. This releases all claims, including those of which **I** am not aware and those not specifically mentioned in this Release. This Release applies to claims resulting from anything that has happened up to now. **I** specifically release the following claims:

I hereby forever release, acquit, and discharge **YOU** from any and all claims, demands duties, obligations, liabilities, damages, actions, and causes of action of any kind or nature whatsoever, whether in contract, tort, or otherwise, that each Party now has, had, or may have against any other Party that arise out of or pertain anything event or thing that has occurred up to the date of this Release and /or to this claim, including, but not limited to all claims for violations of my civil rights under the constitutions and/or laws of United States and/or the State of New Jersey and/or 42 USC §1983 that arise out of, refer, relate of pertain to events that occurred on or about July 25, 2013 related to allegations of alleged use of excessive force and/or cruel and unusual punishment by members of the Bergen County Sheriff's Office as more specifically contained in the Complaint filed in the United States District Court for the District of New Jersey, Civil Action No. 2:15-cv-07442 (KM)(MAH) (the "Complaint" or "Action"), including, but not limited to those matters placed on the record with the Court during a settlement conference that occurred on July 30, 2019 and any and all claims that were brought or could have been brought in the Action. With respect to the claims released herein, **YOU** and **I** agree they include all claims of every kind and nature, past and present, known or unknown, suspected or unsuspected relating to the above referenced matter.

It is further understood that this Release represents a compromise of a disputed claim, that its purpose is to terminate all disputes and litigation between the parties hereto, including all

potential claims, and that the Releasees (the settling defendants) make no admission of fault, liability or wrongdoing with respect to the claims of the Releasor.

It is further understood that this Release applies to any and all crossclaims and third party claims asserted in this Action.

2. **Payment.** I will be paid a total of **\$17,500.00 (Seventeen Thousand, Five Hundred and no/100 dollars)** and other good and valuable consideration, the sufficiency of which is hereby acknowledged, from **YOU** related to my claims contained in the Complaint. I agree that I will not seek anything further including any other payment from **YOU**.

3. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for **YOUR** benefit and all who succeed to **YOUR** rights and responsibilities, such as **YOUR** predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, servants, employees, officers, directors and shareholders.

4. **Signatures.** I understand and agree to the terms of this Release. Each of the terms of this Agreement is binding upon each of the signatories hereto, their respective heirs, successors, assigns, agents, servants, transferees, representatives and principals.

If any provision of this Agreement or any portion of any provision of this Agreement is declared null and void or unenforceable by any court or tribunal having jurisdiction, then such provision or such portion of such provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, FULLY UNDERSTANDS IT AND AGREES TO ABIDE BY ITS TERMS.

Ivan G. McKinney

DATED:

STATE OF NEW JERSEY:

:SS

COUNTY OF MERCER:

I CERTIFY that on the ____ day of August, 2019, Ivan G. McKinney personally came before me and stated to my satisfaction that he:

- (a) was the maker of this instrument, and,
- (b) executed this instrument as his own act.

Notary Public

Ivan G. McKinney #601321
N.J.S.P.
P.O. Box 861
Trenton NJ 08625-0861
John 3:16
Legal-Mail

0710283555

United States District Court
Attn. Hon. Judge Michael Hammer
50 Walnut Street
Newark NJ 07101
08-14-19

